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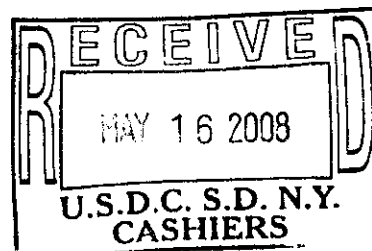
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NATURE OF THE ACTION

3. In a well-orchestrated scheme, the Defendants gained unauthorized access to Elsevier's copyrighted materials and sold them over the Internet for a substantially reduced fee – in some cases at a 92% discount. Defendants created phony e-mail accounts and websites to disseminate advertisements for these printed materials and sent targeted e-mails to individuals Defendants determined to be interested in Elsevier's products. Without Elsevier's permission,

Defendants sold access to digital copies of these printed and digital copies of Elsevier's copyrighted materials, and in doing so blatantly infringed upon Elsevier's copyrights.

Defendants have taken numerous, highly sophisticated steps to conceal their identities, including setting up e-mail accounts under phony names and addresses. To further mask their illegal conduct, Defendants directed the profits from their unlawful scheme into multiple bank accounts in multiple names in several different countries. As a result of their extensive efforts to conceal their identities, Elsevier has been unable to identify the Defendants by true name, capacity, residence or citizenship.

PARTIES

4. Plaintiff Elsevier, Inc. ("Elsevier") is a New York corporation with its principal place of business at 360 Park Avenue South, New York, New York 10010. Elsevier is engaged in the publishing, marketing and sale of academic textbooks and journals in the fields of science and health in paper and digital formats.

5. Elsevier is unaware of the true names and capacities of the individuals named as defendants in this Complaint as Does 1-10 (collectively, "Defendants"), and their residence and citizenship is also unknown. Elsevier will amend its Complaint to allege the names, capacities, residence and citizenship of the Defendants when their identities are learned. Defendants are the owners, operators, advertisers and senders of the e-mail and websites at issue in this case. Each of the Defendants is responsible in some manner for the occurrences alleged in this Complaint and for proximately causing the damages to Elsevier as alleged in this Complaint.

6. Defendants' actions alleged in the Complaint were undertaken by each Defendant individually, were actions that each Defendant caused to occur, authorized, controlled, directed, or had the ability to authorize, control, or direct, and/or were actions in which each Defendant

assisted, participated, or otherwise encouraged, and are actions for which each Defendant is liable. Each Defendant aided and abetted the actions of the Defendants as alleged in the Complaint, in that each Defendant had knowledge of those actions, provided assistance, and benefitted from those actions, in whole or in part. Each of the Defendants was the agent of each of the remaining Defendants, and in doing the things alleged in the Complaint, was acting within the course and scope of such agency and with the consent and permission of the remaining Defendants.

JURISDICTION AND VENUE

7. This Court has jurisdiction under 17 U.S.C. § 101 *et seq.*; 28 U.S.C. § 1331 (federal question); and 28 U.S.C. § 1338(a) (copyright).

8. Venue in this District is proper under 28 U.S.C. § 1391(b) and/or 28 U.S.C. § 1400(a). Although the true identity of each Defendant is unknown to Elsevier at this time, on information and belief, each Defendant may be found in this District and/or a substantial part of the acts of infringement complained of herein occurred in this District. On information and belief, personal jurisdiction in this District is proper because each Defendant, without consent or permission of the Elsevier copyright owner, disseminated over the Internet copyrighted works owned and/or controlled by the Elsevier. Such illegal dissemination occurred in every jurisdiction in the United States, including the Southern District of New York. In addition, on information and belief, each Defendant contracted with an Internet Service Provider found in this District to provide each Defendant with the access to the Internet which facilitated Defendants' infringement here.

FACTUAL ALLEGATIONS

Elsevier's Copyrighted Works

9. Elsevier publishes, markets, and sells academic textbooks and journals on science and health topics. The majority of Elsevier's sales are to universities, governmental entities, educational institutions, and hospitals, which can purchase both hard copy volumes of Elsevier's products and access to Elsevier's digital libraries. These institutional subscribers can in turn allow their students, researchers, and staff to access Elsevier's products for educational purposes. Elsevier also sells subscriptions of its products to "Associated Persons" (*e.g.*, prior or current authors), who may purchase individual subscriptions for a reduced price. In addition, in collaboration with the World Health Organization, Elsevier provides free access to digital versions of its publications to a limited number of academic, research, and governmental institutions located in certain countries in the developing world.

10. The use of Elsevier's materials by every subscriber and other authorized user is governed by a comprehensive End User License Agreement or similar agreement ("EULA") which strictly limits the permissible ways in which Elsevier's materials can be used. Among other things, the EULAs prohibit all authorized users of Elsevier's materials from seeking to profit by copying and re-selling Elsevier's materials, electronically or by other means, without Elsevier's permission.

11. Elsevier owns the copyrights to all of its products. For example, Transfer of Copyright Agreements obtained from authors of articles in Elsevier publications specifically provide that Elsevier owns the copyrights "in the manuscript ... and any supplemental tables, illustrations or other information submitted therewith ... in all forms and media ... throughout

the world, in all languages[.]” In addition, Elsevier has filed Certificates of Registration with the United States Copyright Office for certain of its publications.

12. Elsevier does not sell, and does not authorize any other person or entity to sell, any of its copyrighted materials except through Elsevier directly or its authorized parties or licensees.

Defendants’ Infringement on Elsevier’s Copyrights: First Infringing Website

13. In September 2007, Elsevier became aware that an unknown person or persons had transmitted unsolicited e-mail advertisements informing the recipients that journals and textbooks protected by Elsevier’s copyrights were available for sale on the Internet.

14. The true identity of the owner of the e-mail account used to send these advertisements is not known at this time.

15. Elsevier subsequently learned that an unknown person or persons had created a website (“First Infringing Website”) through which Elsevier’s copyrighted materials could be purchased for a fraction of the authorized retail price.

16. The true identity of the owner of the First Infringing Website is not known at this time.

Defendants’ Infringement on Elsevier’s Copyrights: Second Infringing Website

17. On or about December 11, 2007, Elsevier learned of a second website with content similar to the First Infringing Website (“Second Infringing Website”). The Second Infringing Website also offered Elsevier’s copyrighted materials for sale at a fraction of the authorized retail price.

18. The true identity of the owner of the Second Infringing Website is not known at this time.

19. On information and belief, the First Infringing Website and the Second Infringing Website are owned and/or operated by the same person or persons.

20. On information and belief, e-mail advertisements for both the First and Second Infringing Websites are targeted according to the interests and specialties of the recipient.

21. On information and belief, Defendants' conduct as alleged involves interstate and foreign commerce.

FIRST CLAIM FOR RELIEF
(Copyright Infringement)

22. Elsevier incorporates by reference the allegations contained in ¶¶ 1-21 above.

23. Elsevier is, and at all relevant times has been, the copyright owner of exclusive rights under United States copyright law with respect to certain copyrighted materials, including, but not limited to, all of the copyrighted journals listed in Exhibit A to this Complaint (collectively, the "Copyrighted Works"). Certain of these Copyrighted Works are based outside of the United States and are therefore protected under the Berne Convention for the Protection of Literary and Artistic Works. Others are United States works and are protected by Registration Certificates on file with the United States Copyright Office. Representative samples of Copyright Transfer Agreements for articles contained in Elsevier journals and Certificates of Registration are annexed hereto as Exhibit B.

24. Among the exclusive rights granted to the Elsevier under the Copyright Act are the exclusive rights to reproduce the Copyrighted Works and to distribute the Copyrighted Works to the public.

25. Elsevier is informed and believes that each Defendant, without the permission or consent of Elsevier, has used, and continues to use, an online system to download, distribute to

the public, and/or make available for distribution to others, certain of the Copyrighted Works. In doing so, each Defendant has violated Elsevier's exclusive rights of reproduction and distribution. Each Defendant's actions constitute infringement of Elsevier's copyrights and/or exclusive rights under copyright.

26. Elsevier is informed and believes that the foregoing acts of infringement have been willful, intentional, and in disregard of and with indifference to the rights of Elsevier.

27. As a result of each Defendant's infringement on Elsevier's copyrights and exclusive rights under copyright, Elsevier is entitled to statutory damages pursuant to 17 U.S.C. § 504(c) against each Defendant for each infringement by the Defendant of each of the Copyrighted Works. Elsevier further is entitled to its attorneys' fees and costs pursuant to 17 U.S.C. § 505.

28. The conduct of each Defendant is causing and, unless enjoined and restrained by this Court, will continue to cause Elsevier great and irreparable injury that cannot fully be compensated or measured in money. Elsevier has no adequate remedy at law. Pursuant to 17 U.S.C. §§ 502 and 503, Elsevier is entitled to injunctive relief prohibiting each Defendant from further infringing Elsevier's copyright, and ordering that each Defendant destroy all copies of Copyrighted Works made in violation of Elsevier's exclusive rights.

WHEREFORE, Elsevier respectfully requests that the Court enter a judgment against each Defendant as follows:

a. for an injunction providing:

“Defendant shall be and hereby is enjoined from directly or indirectly infringing upon Elsevier's rights under federal or state law in the Copyrighted Works and any


written work, whether now in existence or later created, that is owned or controlled by Elsevier (or any parent, subsidiary, or affiliate of Elsevier) ('Elsevier's Works'), including, without limitation, by using the Internet or any online media distribution system to reproduce (*i.e.*, download) any of Elsevier's Works, to distribute (*i.e.*, upload) any of Elsevier's Works, or to make any of Elsevier's Works available for distribution to the public, except pursuant to a lawful license or with the express authority of Elsevier. Defendant shall also destroy all copies of Elsevier's Works that Defendant has downloaded onto any computer hard drive or server without Elsevier's authorization and shall destroy all copies of those downloaded Works transferred onto any physical medium or device in Defendant's possession, custody or control.";

- b. for statutory damages for each infringement of each Copyrighted Work pursuant to 17 U.S.C. § 504;
- c. for Elsevier's costs, disbursements and attorneys' fees incurred in connection with this action; and
- d. for such other and further relief as the Court may deem just and proper.

Dated: New York, New York
May 13, 2008

Respectfully submitted,

DEVORE & DEMARCO LLP

By: 
Joseph V. DeMarco (JVD-3499)
99 Park Avenue – 16th Floor
New York, NY 10016
(212) 922-9499

Attorneys for Plaintiff

EXHIBIT A

Exhibit A

Acta Materialia
Aquaculture
Bioelectrochemistry
Biomaterials
Biophysical Chemistry
Carbohydrate Research
Chemical Physics
Chemical Physics Letters
Clinica Chimica Acta
Comparative Biochemistry and Physiology
Comparative Biochemistry and Physiology Part A: Physiology
Comparative Biochemistry and Physiology Part A: Molecular & Integrative Physiology
Composites
Composites Part A: Applied Science and Manufacturing
Composites Part B: Engineering
Composites Science and Technology
European Journal of Pharmacology
FEMS Microbiology Letters
Food Chemistry
Free Radical Biology and Medicine
Gene
Journal of Colloid and Interface Science
Journal of Ethnopharmacology
Journal of Immunological Methods
Journal of Magnetism and Magnetic Materials
Journal of Materials Processing Technology
Journal of Molecular Catalysis
Journal of Molecular Catalysis A: Chemical
Journal of Molecular Catalysis B: Enzymatic
Materials Letters
Pain
Pharmacology Biochemistry and Behavior
Phytochemistry
Plant Science
Polymer
Respiratory Physiology & Neurobiology
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EXHIBIT B

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Article: Cyanogenesis in Plants and Arthropods
Corresponding author: Dr. Birger L. Moller
Journal: Phytochemistry
Our Reference: PHYTO9200
PII: S0031-9422(08)00104-0
DOI: 10.1016/j.phytochem.2008.02.019

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Our Reference: TET17866
PII: S0040-4020(08)00613-3
DOI: 10.1016/j.tet.2008.03.081

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Journal: Tetrahedron Letters
Our Reference: TETL33996
PII: S0040-4039(08)00679-5
DOI: 10.1016/j.tetlet.2008.04.031

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FORM SE/Group

TX 6-633-288



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2. 43	4	August 15, 2007	July 26, 2007
3. 43	5	September 1, 2007	August 8, 2007
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printed name

Hannah Norman

PERSON TO CONTACT FOR CORRESPONDENCE ABOUT THIS CLAIM

Name Hannah NormanDaytime telephone (619) 699-6792

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2. 224	3	November 1, 2007	November 1, 2007
3. 225	1	November 15, 2007	November 12, 2007
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